

NORAND CORPORATION

EMPLOYEE CONFIDENTIALITY AND INVENTION ASSIGNMENT  
AGREEMENT

7-11121  
Exhibit E  
COPY

**THIS AGREEMENT CREATES IMPORTANT DUTIES WHICH ARE  
BINDING ON YOU. PLEASE READ IT IN FULL BEFORE SIGNING IT.**

1. DEFINITIONS

1.1 Norand Confidential Information

"Norand Confidential Information" includes any of the following:

a) any and all versions of Norand proprietary computer software, hardware, firmware, documentation and information (including, but not limited to, any such software, hardware, firmware, documentation and information created, developed, produced or made known by me during my employment);

b) Norand's business methods and practices;

c) compilations of data or information about Norand's business;

d) the names of Norand's suppliers and customers and the nature of Norand's relationship with them;

e) the business of Norand's customers;

f) any information disclosed to Norand in confidence by its suppliers, customers, consultants, co-venturers or other third parties; and

g) any other information not generally known to the public from which Norand receives benefit because it is not known outside of Norand.

1.2 Inventions

"Inventions" means all discoveries, developments, designs, improvements, inventions, formulae, processes, techniques, computer programs, strategics, know-how and data, whether or not patentable or registerable under patent, copyright or similar statutes generated or conceived or reduced to practice or learned by me, either alone or jointly with others, that are related to or useful in the business of Norand, or result from tasks assigned to me by Norand, or result from the use of the premises or property (including equipment, software, firmware, supplies, facilities or Norand Confidential Information) owned, leased, licensed or contracted for by Norand.

## 2. CONFIDENTIAL INFORMATION

### 2.1 Duty to Keep Confidential

At all times during and after my employment, I will keep Norand Confidential Information in strictest confidence. I will not use or disclose Norand Confidential Information without the written consent of Norand, except as necessary to perform my duties as an employee. However, my duty to keep Norand Confidential Information in confidence will not apply to information which:

- a) is in my possession or is known to me before I receive it from Norand, or
- b) is or becomes known to the public without my fault, or
- c) is or becomes available to me lawfully from a source other than Norand that does not have a duty to keep it in confidence.

### 2.2 Duty to Return

When my employment with Norand ends, I will promptly deliver to Norand all copies of Norand Confidential Information, in whatever form, in my possession or control, and I will not take any Norand Confidential Information with me in any tangible form, such as but not limited to, written materials and computer diskettes. If, when my employment ends, I have any Norand Confidential Information stored on any computer equipment that does not belong to Norand, I will inform Norand of that fact, promptly erase all such information and provide Norand with a written statement that such information has been permanently erased from that equipment.

## 3. ASSIGNMENT OF RIGHTS

I agree that all Norand Confidential Information is the exclusive property of Norand. I hereby assign to Norand any rights I now have or may obtain in Norand Confidential Information.

## 4. DISCLOSURE OF INVENTIONS

I will promptly and fully disclose to Norand, and any person it designates, all Inventions generated, conceived or reduced to practice or learned by me, either alone or with others, which in any way relate to the business of Norand during the term of my employment, including without limitation, computer hardware, computer software, radio communication products and techniques and bar code reading products and techniques.

## 5. ASSIGNMENT OF INVENTIONS

I agree that the services I provide to Norand are work for hire and that all Inventions will be the sole property of Norand and its assigns. Norand and its assigns will be the sole owner of all patents, copyrights, trademarks, trade secrets and other, related rights and protections. I hereby assign to Norand any rights I now have or may obtain in such Inventions.

I will assist Norand to obtain and enforce patents, copyrights, trademarks and other rights and protections relating to such Inventions in any and all countries and I will execute all documents and do all things the Company may reasonably request of me to obtain such patents, copyrights, trademarks and other rights and protections, together with any assignments thereof to Norand or any person it designates, and protect the same against infringement by others.

I will not be entitled to any additional compensation for performing my duties under this Agreement. I understand and agree that Norand may at any time, at its sole discretion, change or stop any incentive or reward program it may have related to patents or inventions without having any effect on duties I have under this Agreement.

6. PRE-EXISTING INVENTIONS TO BE LISTED

I have identified in Exhibit A below all Inventions that have been generated or conceived or first reduced to practice or learned by me, alone or jointly with others, before my employment by Norand. This Agreement will not apply to the Inventions listed. I represent and warrant that the list is complete. If there is no list on Exhibit A, then I represent that this Agreement applies to all of my Inventions.

7. OUTSIDE BUSINESS INTERESTS

While I am employed with Norand, I will not engage in, and will not assist or provide knowledge to anyone else who engages in any consulting, employment or business which is competitive with Norand. However, ownership of two percent (2%) or less of the stock of a publicly traded business will not violate this Agreement.

8. POST-EMPLOYMENT COMPETITIVE RESTRICTIONS

I realize that Norand is in a very competitive business and that it and its competitors conduct business throughout the United States, Canada, Mexico, South America, Europe and Japan. I also realize that I have a duty as an employee to not use any Norand Confidential Information in any way that is harmful to Norand.

Accordingly, I agree that for six (6) months after my employment ends I will not engage in, nor help (as an employee or otherwise) anyone else to engage in any Competitive Business. The term "Competitive Business" means:

(i) a business that commercially offers Competitive Products or Services to customers or potential customers located in countries where Norand markets its products or services; or

(ii) a business that commercially offers parts or components for Competitive Products but does not offer such parts or components to Norand on reasonable terms.

The term "Competitive Products or Services" means products or services which customers or potential customers purchase as substitutes for Norand products or services.

However, the agreements of this Section do not apply to products or services of Norand that I have not been involved with for twelve (12) months or more before my employment ends or for the term of my employment if it is less than twelve (12) months. I also understand that the agreements of this Section will not apply if I provide the Company, in advance, with written assurances from me and my prospective employer which are satisfactory to the Company that my prospective employment activities will not cause me, whether inadvertently or otherwise, to disclose, use or base judgments upon any Norand Confidential Information and Norand provides me with a written confirmation that the agreements of this Section will not apply.

I realize that my duty to keep Norand Confidential Information in confidence will continue after this six (6) month period.

I agree that the agreements set forth in this Section are a fair and reasonable balance between Norand's interest in preventing its competitors from unfairly obtaining access to Norand Confidential Information and my interest in obtaining employment with a competitor.

#### 9. SOLICITATION OF EMPLOYEES

For two (2) years after my employment with Norand ends, I will not, directly or indirectly, encourage or influence any Norand employee to leave employment and I will not participate in any employer's recruitment, evaluation or hiring of any Norand employee.

#### 10. PREVIOUS EMPLOYMENT RESTRICTIONS

I represent and warrant that my employment with Norand does not and will not breach any duties or agreements I have with any previous employer. I have not brought, and will not bring, to Norand any materials or documents that are not generally available to the public. I will not use any trade secret or confidential information of a former employer to perform any services for Norand. I understand and agree that I am to not breach any obligation of confidentiality that I may have during my employment.

#### 11. REMEDIES

My duties and agreements under this Agreement will continue after my employment ends. I agree that in the event of a breach or threatened breach of this Agreement, Norand's remedies at law would be inadequate, and Norand is entitled to an injunction to enforce this Agreement without any bond or other security being required). But, nothing in this Agreement will be construed to prevent Norand from pursuing any remedy at law or equity.

#### 12. EMPLOYMENT AT WILL

I realize and agree that my employment is not for a fixed term and that it exists solely at the will of either party. It may be terminated by either party at any time without notice and with or without cause. I also acknowledge and agree that any employee handbooks or policies and procedures are strictly guidelines, may be changed

at any time and do not constitute a contract between Norand and me. No employee or representative of Norand has any authority to enter into any agreement contrary to this.

### 13. INTERPRETATION

Norand and I desire that this Agreement be enforced to the fullest extent permitted by the law of each jurisdiction where enforcement is sought. If any particular portion is determined to not be enforceable as it is written, the Agreement will be deemed amended to delete or amend that portion so that it is valid and enforceable to the fullest extent permitted by law. But, the amendment will only apply in the jurisdiction where the determination is made.

### 14. MISCELLANEOUS

Any changes to this Agreement must be in writing and signed by the parties. Norand's waiver of any breach of this Agreement by me must be in writing and will not constitute waiver of its rights with respect to any other breach.

The laws of Iowa will apply to this Agreement.

The rights and obligations under this Agreement will continue after my employment ends and will be for the benefit of and binding on my heirs and personal representatives and the successors and assigns of Norand.

This Agreement supersedes all previous agreements between Norand and me concerning the subjects covered by it.

**I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO ITS TERMS.**

Robert C. Meier  
(Employee Signature)

Robert C. Meier  
(Print name)

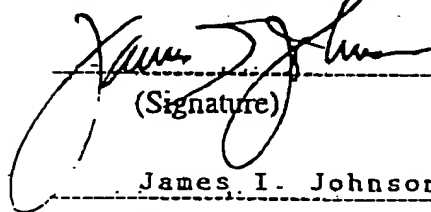
4/13/94  
(Date)

EXHIBIT A - PREVIOUS INVENTIONS

Please describe below, or on additional pages if necessary, in specific terms, only those Inventions, software or writings which are in existence.

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Accepted by Norand Corporation:

  
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(Signature)

James I. Johnson  
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(Print name)

Secretary  
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(Title)

4-14-94  
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(Date)